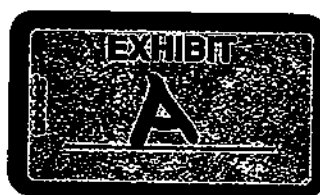


SUBURBAN BANK & TRUST COMPANY

**SUBURBAN BANK & TRUST CO. 401(K) PROFIT
SHARING PLAN**

Prepared by: Suburban Bank & Trust Company
Effective Date: October 1, 2007



INDEX

PLAN SYNOPSIS

SUMMARY PLAN DESCRIPTION

SUMMARY OF MATERIAL MODIFICATIONS

PLAN SYNOPSIS

**SUBURBAN BANK & TRUST COMPANY
401(K) PROFIT SHARING PLAN**

PLAN SYNOPSIS

Plan Year:	January 1 through December 31
Entry Dates:	The first day of the month coinciding with or next following the date you meet the eligibility requirements.
Eligibility:	Minimum Age - 20 1/2 Minimum Service: 1 Expected Year of Service – you enter the plan after 1 month of service.
Employee Contributions:	Through Automatic Enrollment, eligible Employees participate in the plan by contributing 2% of their salary. At their election, Employees may contribute from 0% to 75% of their salary up to the IRS limits. - (2007 - \$15,500.00). Participants over age 50 may make catch-up contributions subject to IRS regulations - (2007 - \$5,000).
Employer Matching Contributions:	Employer matching contributions for any plan year will be determined by the employer and are discretionary.
Employer Non-Elective Contributions:	Employer profit sharing contributions for any plan year will be determined by the employer and are discretionary.
Employee Contribution Percent or Dollar Amount Changes:	<p>An employee may make any change in his/her percentage amount as of the first day of the next month.</p> <p>An employee may discontinue contributions at any time. To re-enter the plan, an employee must re-enroll as of the first day of the next month.</p>
Investments:	You will direct the investment of your contributions. Investment options include the mutual funds offered by the plan's investment provider, John Hancock USA and/or the Suburban Illinois Bancorp stock fund.

Fund Transfers:	Can change mutual fund investment selections twice during each calendar month. (See Sherrell or Patti for details). Some mutual funds include redemption fees.
Vesting Employee Contributions:	Always 100% vested.
Employer Contributions:	Always 100% vested.
Statements:	Participants will receive quarterly statements that will show total deposits, investment earnings and current balances.
Distribution of Account Value:	Participants or their designated beneficiaries may elect a lump-sum distribution, or installments upon: Normal Retirement, Termination of Employment, Disability and Death.
Loans:	Loans are available under certain circumstances. (See Sherrell or Patti for details).
Hardship Withdrawals:	This Plan does have a hardship withdrawal provision. (See Sherrell or Patti for details).
In-Service Withdrawals:	This Plan does have an in-service withdrawal option. (See Sherrell or Patti for details).
Rollovers and/or Transfers:	May be made from other retirement accounts to your 401(k) after you meet the eligibility requirements.
Death Benefit:	At the participant's death, the beneficiary will receive the full account value.
Forms of Distribution:	Distribution will be lump-sum, installments in cash or direct rollover to an IRA or another qualified plan. Automatic IRA rollover of balances between \$1,001 and \$5,000 inclusive. Balances below \$1,001 cashed-out unless otherwise directed.
Automatic Rollover IRA:	Provider: Suburban Bank & Trust Co. Investment: Interest-Bearing Deposits Contact: Retail Banking Department Phone: 630-279-1300 Initial Fee: \$0.00 Annual Fee: \$0.00

SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

	<u>PAGE</u>
INTRODUCTION	1
GENERAL PLAN INFORMATION	1
A. Agent for Service of Legal Process	1
B. Effective Date	1
C. Employer	1
D. Three-Digit Plan Number	1
E. Plan Administrator	1
F. Plan Year	1
G. Trustee(s)	2
H. Plan Assets	2
ELIGIBILITY AND PARTICIPATION IN THE PLAN	2
Q3:1 What are the eligibility requirements I must meet to participate in this Plan?	2
Q3:2 How is Service determined for participation in the Plan?	2
Q3:3 Are all Employees eligible to participate in the Plan once they have met the eligibility requirements?	2
Q3:4 After I meet the eligibility requirements, when do I actually enter the Plan?	2
Q3:5 If I terminate employment and I am later rehired, do I have to meet the eligibility requirements again?	2
Q3:6 If I am not in a group of Employees who is eligible to participate in the Plan but later become eligible to participate, when will I enter the Plan?	3
Q3:7 What will happen if I am a Participant in the Plan and I then become ineligible to participate?	3
Q3:8 Does my Service for any other company count for eligibility?	3
Q3:9 What is a Break in Service?	3
Q3:10 If I go on parental leave, will this be considered a Break-in-Service?	3
Q3:11 If I am credited with Hours of Service because of parental leave, will these hours count for calculating Years of Service for eligibility, vesting or benefits?	3
CONTRIBUTIONS TO THIS PLAN	4
Q4:1 What are Elective Deferrals?	4
Q4:2 What is my Compensation (or salary) for Plan purposes?	4
Q4:3 Are my Elective Deferrals included in my Compensation?	4
Q4:4 Are any other items excluded from my Compensation for Plan purposes?	4
Q4:5 Is there a limit on how much of my Compensation I can contribute?	4
Q4:6 If I contributed part of my Compensation to another plan and this Plan in the same year, may I contribute the full dollar limit into each plan?	4
Q4:7 What should I do if I exceed the annual dollar limit?	5
Q4:8 Must I make contributions to the Plan?	5
Q4:9 May I choose to have all or part of any bonus I receive contributed to the Plan?	5
Q4:10 When may I change the percentage or amount of my Compensation that I am contributing to the Plan, or stop my contributions entirely?	5
Q4:11 If I stop my contributions, when can I restart them?	5
Q4:12 What is a Voluntary After-tax Contribution and may I make them to this Plan?	6
Q4:13 What is a Rollover Contribution?	6
Q4:14 Are Rollover Contributions permitted to this Plan?	6
Q4:15 If there is an investment gain or loss, will the amount in my rollover account be affected?	6
Q4:16 What is a Transfer Contribution?	7
Q4:17 Are Transfer Contributions permitted to this Plan?	7
Q4:18 Are Transfer or Rollover Contributions from this Plan permitted to another Qualified Plan or IRA?	7
Q4:19 What is a Matching Contribution?	7
Q4:20 Will my Employer make a Matching Contribution?	7

Q4:21	What time period will the Employer use to determine my entitlement to and the amount of my Matching Contribution?	7
Q4:22	If I make an Elective Deferral and then withdraw my Elective Deferrals from the Plan, will I still receive a Matching Contribution?	7
Q4:23	Will any Qualified Matching Contribution be made to the Plan?	7
Q4:24	What is a discretionary contribution?	8
Q4:25	How is the Employer's discretionary contribution calculated?	8
Q4:26	Will any Qualified Non-Elective Contribution be made to the Plan?	8
Q4:27	Who is eligible to receive a contribution from the Employer?	8
Q4:28	Are there any limits on the total amount of contributions that can be made on my behalf each year?	9
Q4:29	Who is a Non-Highly Compensated Employee?	9
Q4:30	Who is considered a "family member"?	9
PARTICIPANT ACCOUNTS		9
Q5:1	What is a Participant Account?	9
Q5:2	What amounts will be contributed to my account?	10
Q5:3	What subtractions will be made from my account?	10
Q5:4	Can I lose any of the money in my account?	10
Q5:5	When will contributions to my account be valued?	10
VESTING		10
Q6:1	What is vesting?	10
Q6:2	Are my contributions 100% vested?	10
Q6:3	Are Employer contributions 100% vested when deposited?	11
Q6:4	How is a Year of Service determined for purposes of vesting?	11
Q6:5	Will I become 100% vested if I retire, become disabled, die, or if the Plan terminates?	11
TOP-HEAVY RULES		11
Q7:1	What is a "Top-Heavy" Plan?	11
Q7:2	Who is a "Key Employee"?	11
Q7:3	What happens if a Plan is top-heavy?	11
Q7:4	What is a "top-heavy minimum contribution"?	11
Q7:5	Who is entitled to receive the top-heavy minimum contribution?	12
Q7:6	What is the special vesting schedule when the Plan is top-heavy?	12
RETIREMENT BENEFITS		12
Q8:1	When may I receive retirement benefits from the Plan?	12
Q8:2	What happens if I work beyond the Normal Retirement Age?	12
Q8:3	If I stop working for my Employer before Normal Retirement Age, when can I receive my benefits?	12
Q8:4	May I take out my retirement benefits if I do not terminate employment?	12
Q8:5	What is a "hardship" withdrawal?	12
Q8:6	Does this Plan permit hardship withdrawals?	12
Q8:7	Do I have to take a distribution of my benefits by a certain time?	13
BENEFICIARY DESIGNATION AND DEATH BENEFITS		14
Q9:1	When I die, who gets my benefits from this Plan?	14
Q9:2	If I am married, does my Spouse have to be my Beneficiary?	14
Q9:3	How are benefits paid to my Beneficiary?	14
Q9:4	How does the annuity pay-out of a death benefit work?	14
Q9:5	What will happen if I die after my benefit payments have started?	14
Q9:6	What is the normal, or automatic, form of payment under this Plan?	14
Q9:7	Are there any other forms of payment available under the Plan?	14
Q9:8	Do I need my Spouse's consent in order to choose an optional form of payment?	14
Q9:9	May I roll my benefits into an IRA or into another plan instead of having them paid directly to me?	15

Q9:10	What taxes or penalties will I have to pay if I do not rollover my benefit directly to an IRA or another Qualified Plan?	15
Q9:11	If I decide to have the benefits paid to me directly, may I roll them over to a Qualified Plan or IRA later?	15
Q9:12	What distribution payments cannot be rolled over?	15
Q9:13	If I terminate employment with my Employer because I retire, become disabled, or die, when will my payments start?	15
Q9:14	If I terminate employment for a reason other than death, Disability, or retirement, when will my payments start?	16
Q9:15	What is a Qualified Domestic Relations Order (QDRO)?	16
Q9:16	If the Plan receives a QDRO, when will the benefit be distributed to the person(s) listed in the QDRO?	16
Q9:17	How and where can I obtain a copy of the procedures which govern QDROs under the Plan?	16
Q9:18	How long can I keep my vested account balance in the Plan without having to make a withdrawal?	16
INVESTMENTS		16
Q10:1	How will my contributions to the Plan be invested?	16
Q10:2	If Employees are permitted to direct their own investments, what types of contributions will I be allowed to invest?	16
Q10:3	What are my investment choices and how do I change my investment selection?	17
Q10:4	May I take a loan from the Plan?	17
ADMINISTRATION OF THE PLAN		17
Q11:1	Who administers the Plan?	17
Q11:2	Who is the Plan Administrator and what are his or her duties?	17
Q11:3	What are the duties of the Trustee?	18
Q11:4	Are there any other circumstances which may result in the disqualification, ineligibility, or denial, loss, forfeiture, suspension, offset, reduction, or recovery of any benefits that I as a Participant or my Beneficiary might otherwise reasonably expect the Plan to provide?	18
Q11:5	Is there any circumstance where a fee or charge may be imposed in order to receive a benefit under the Plan?	18
AMENDMENT AND TERMINATION		19
Q12:1	May my Employer amend the Plan?	19
Q12:2	May my Employer terminate the Plan?	19
Q12:3	What is a partial termination of the Plan?	19
Q12:4	May my rights and benefits under the Plan be given to someone else?	19
LEGAL PROVISIONS AND RIGHTS OF PLAN PARTICIPANTS		20

Suburban Bank & Trust Co. 401k Profit Sharing Plan SUMMARY PLAN DESCRIPTION

ARTICLE I INTRODUCTION

Your Employer has set up a 401(k) Plan to help you save for your retirement. Details about how the Plan works are contained in this booklet. While this summary describes the main provisions of the Plan, it does not include every detail or limitation. Every attempt has been made to give you accurate, but easily understandable information about the Plan. If, however, there is a disagreement between this booklet and the official Plan document, the Plan document will control. You may get a copy of the Plan document from the Plan Administrator who may charge you a reasonable fee for the copy.

ARTICLE II GENERAL PLAN INFORMATION

- A. Agent for Service of Legal Process.**
The name of the person designated as agent for service of legal process and the address at which process may be served on such person is listed below. Additionally, service of legal process may also be made upon a Plan Trustee or the Plan Administrator.
- Name of individual(s) or position at the Employer:
Human Resources Manager
- Address:
150 E. Butterfield
Elmhurst, IL 60126
- B. Effective Date.**
The Effective Date is the date on which this Plan originally was established or the date that an amendment to this Plan goes into effect. This is an amended or restated Plan. The Effective Date of the Plan was 01/01/92. The Effective Date of the amendment or restatement of the Plan is 10/01/2007.
- C. Employer.**
Name: Suburban Bank & Trust Co.
Address: 150 E. Butterfield
Elmhurst, IL 60126
Telephone: 630-279-1300
Tax ID Number: 36-2708428
- D. Three-Digit Plan Number:** 001
- E. Plan Administrator.**
The Employer is the Plan Administrator.
- F. Plan Year.**
The Plan Year is the consecutive twelve-month period beginning on 01/01 and ending on 12/31.

G. Trustee(s).
Name and Address:
Suburban Bank & Trust Co.
150 E. Butterfield Road
Elmhurst, IL 60126
630-279-1300

H. Plan Assets.
Plan assets are held in a Trust Fund.

ARTICLE III ELIGIBILITY AND PARTICIPATION IN THE PLAN

Q3:1 What are the eligibility requirements I must meet to participate in this Plan?

A3:1 There may be a Service or an age requirement or both for eligibility as described below:

All Contributions:

To participate in this Plan, you must complete one (1) Expected Year of Service. You may enter after 1 month of actual Service. If you are not expected to complete one (1) Expected Year of Service, you will satisfy the Service requirement if you complete 1000 or more Hours of Service in your first year of employment.

To participate in this Plan, you must be age 20.5 or older.

Q3:2 How is Service determined for participation in the Plan?

A3:2 This Plan uses the Expected Year of Service method. Your eligibility to participate in the Plan is based on a Year of Service. If you are expected to complete a Year of Service based on your regular work schedule, you will enter the Plan prior to the completion of a Year.

Q3:3 Are all Employees eligible to participate in the Plan once they have met the eligibility requirements?

A3:3 Generally, yes, all Employees who meet the eligibility requirements will participate in the Plan. However, the Employer may exclude certain groups of Employees from participating in the Plan. Such exclusion(s), if any, will be noted under Article IV of this Summary Plan Description.

Q3:4 After I meet the eligibility requirements, when do I actually enter the Plan?

A3:4 After you have met all of the eligibility requirements, you will begin participation in the Plan on the first day of the month coinciding with or next following the date on which you meet the eligibility requirements.

Q3:5 If I terminate employment and I am later rehired, do I have to meet the eligibility requirements again?

A3:5 If you were a Participant before you terminated employment, you do not have to meet the eligibility requirements again. You will become a Participant on your date of rehire. If you did not meet the eligibility requirements at the time you terminated employment, you must meet the eligibility requirements as if you were a new Employee.

Q3:6 If I am not in a group of Employees who is eligible to participate in the Plan but later become eligible to participate, when will I enter the Plan?

A3:6 You will enter the Plan immediately, if you have already satisfied the Plan's age and Service requirements.

Q3:7 What will happen if I am a Participant in the Plan and I then become ineligible to participate?

A3:7 If you become ineligible to participate in the Plan because you are no longer an eligible Employee, you must stop making all Employee Contributions to the Plan and you will not receive future Employer Contributions. You will participate immediately if you again become an eligible Employee. All Years of Service with your Employer, even when you were not eligible, will be counted when calculating your vested percentage in your account balance.

Q3:8 Does my Service for any other company count for eligibility?

A3:8 Yes, you will receive credit for eligibility if you worked for any predecessor organization of this company.

Q3:9 What is a Break in Service?

A3:9 A Break in Service is a Plan Year during which you are not credited with or are not paid for at least 500 Hours of Service. If your Plan uses the "Elapsed Time Method", a "period of severance" is substituted for a "Break in Service". A "period of severance" is a Plan Year during which you do not work at least 1 hour during any 12-consecutive month period beginning on any anniversary of your date of hire. If you terminate employment and have a Break in Service (or period of severance), all contributions to your Plan Account are suspended.

Q3:10 If I go on parental leave, will this be considered a Break-in-Service?

A3:10 You will be credited with enough additional Hours of Service (up to 501) to prevent a Break in Service, either in the year you leave employment or in the following year. The extra Hours of Service credited to prevent a Break in Service may only be used in one Plan Year.

Example: You work 750 hours in the year that your child is born and you take parental leave. You will not receive any additional hours in that year because you did not have a Break in Service. However, if you do not return to work the next year, you will be credited with 501 Hours of Service to prevent a Break in Service from occurring in that year. Had you instead returned to work in that year, but only worked 300 hours, you will be credited with 201 additional Hours of Service to prevent a Break in Service.

If you are absent from work for maternity or paternity reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first day of such absence shall not constitute a Break in Service. Notwithstanding the foregoing, if you are absent from work beyond the first anniversary of the first day of absence from work for maternity or paternity reasons, such period begins on the second anniversary of the first day of such absence. The period between the first and second anniversaries of said first day of absence from work is neither a Period of Service for which you will receive credit nor is such period a Break in Service. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of your pregnancy (2) by reason of the birth of your child (3) by reason of the placement of a child with you in connection with the adoption of such child by you, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement.

Q3:11 If I am credited with Hours of Service because of parental leave, will these hours count for calculating Years of Service for eligibility, vesting or benefits?

A3:11 No, Hours of Service credited for parental leaves are used only to prevent a Break in Service.

ARTICLE IV CONTRIBUTIONS TO THIS PLAN

Elective Deferrals

Q4:1 What are Elective Deferrals?

A4:1 Elective Deferrals are contributions you elect to have made to the Plan on your behalf instead of being paid to you in cash as salary or wages. You make this choice when you complete a salary deferral election form that withholds a portion of your salary to be contributed to the Plan on your behalf. The money contributed to the Plan and any earnings on that money is not taxable until it is actually distributed to you. However, you must still pay Social Security taxes on your contributions to this Plan.

Q4:2 What is my Compensation (or salary) for Plan purposes?

A4:2 Your Compensation for Plan purposes includes your income or salary as reflected on your pay stub. In addition, your compensation may also reflect the cash value of fringe benefits provided to you by your Employer.

Q4:3 Are my Elective Deferrals included in my Compensation?

A4:3 Your salary includes all pre-tax Elective Deferrals you may make to this or other plans of your Employer.

Q4:4 Are any other items excluded from my Compensation for Plan purposes?

A4:4 No, there are no other items excluded from Compensation for Plan purposes.

Q4:5 Is there a limit on how much of my Compensation I can contribute?

A4:5 Yes. As an eligible Employee you may authorize your Employer to withhold up to 75% of your salary.

The annual dollar limit for 2002 was \$11,000; \$12,000 in 2003; \$13,000 in 2004; \$14,000 in 2005; and \$15,000 in 2006. In 2007, this amount is \$15,500. The annual dollar limit may be adjusted annually for inflation in \$500 increments beginning in 2007 and later years. For a further explanation of this limit, ask your Plan Administrator.

In addition, eligible Participants may make Catch-up Contributions to the Plan.

For individuals who are at least age 50 before the end of the Plan Year, the current dollar limits on Elective Deferrals are increased for 401(k) Plans. The additional dollar amount is \$5,000 for calendar years beginning in 2006 and later. The \$5,000 amount applicable for 2006 and later years may be adjusted annually for inflation in \$500 increments beginning in 2007. For a further explanation of this limit, ask your Plan Administrator.

Matching Contributions will not be made on Catch-up Contributions.

Q4:6 If I contributed part of my Compensation to another plan and this Plan in the same year, may I contribute the full dollar limit into each plan?

A4:6 No. The annual dollar limit is a limit that applies to all salary deferrals you make in a given calendar year to this Plan or any other plan that is a cash or deferred arrangement. Such plans include 403(b) annuities, a Simplified Employee Pension (SEP), or another 401(k) plan. (If you participate in both this Plan and a 457 eligible deferred compensation plan, ask the employer maintaining the 457 plan about certain contribution limits that may be applicable to you.)

Q4:7 What should I do if I exceed the annual dollar limit?

A4:7 If the Elective Deferrals you make to this Plan and the plan of another unrelated employer are more than the annual dollar limit in a given year, you must ask one of the plans to refund the excess amount to you. If you choose this Plan, you must notify the Plan Administrator, in writing, by March 1 of the next calendar year so the excess amount and related earnings may be refunded by April 15. The excess amount is taxable for the year in which you made the excess deferral. If you fail to request a refund, you will be taxed twice: once in the year of deferral and again in the year the excess amount is actually paid to you. If the excess amount was contributed to this Plan or another plan maintained by this Employer, the Plan Administrator will automatically return the excess amount and associated earnings to you by April 15.

Q4:8 Must I make contributions to the Plan?

A4:8 No, but Employees are permitted to make Elective Deferrals.

This Plan is using a feature known as Automatic Enrollment. When you become eligible to participate in the Plan, a fixed 401(k) deduction as specified below is automatically taken from your pay unless you elect otherwise. At your time of hire, you received a notice that explains this feature and a salary reduction election form. You also received information about your rights to alter those amounts, including how and when you may amend the amount of deferral. This election is effective for your first pay period and all subsequent pay periods, unless you elected otherwise at the time you were hired or you filed a change with the Plan Administrator within a reasonable period thereafter. Such change must have been made before you received Compensation for the first pay period after you become eligible to defer. Any election you file after that time will be effective for payroll periods beginning in the month next following the date your new election is filed. You will be notified annually of your salary reduction percentage or dollar amount, and your right to change these amounts.

When you first become eligible to participate, Elective Deferrals in the amount of 2% of Compensation will be withheld from your pay automatically.

If you are currently eligible to defer, but are not currently deferring to the Plan, Elective Deferrals will be withheld from your pay in the amount of 2% of Compensation.

Q4:9 May I choose to have all or part of any bonus I receive contributed to the Plan?

A4:9 Bonuses will be deferred at the rate you elected on your Salary Deferral Agreement.

Q4:10 When may I change the percentage or amount of my Compensation that I am contributing to the Plan, or stop my contributions entirely?

A4:10 You may stop making contributions to the Plan at any time. You may increase or decrease the percentage of your Compensation that you have elected to defer to the Plan on the first day of the next month.

Your Employer may also reduce or terminate your contributions if it is necessary to keep the Plan within the limits imposed by law.

Q4:11 If I stop my contributions, when can I restart them?

A4:11 If you stop making contributions to the Plan, you may resume contributions again on the first day of the next month.

Voluntary Contributions

Q4:12 What is a Voluntary After-tax Contribution and may I make them to this Plan?

A4:12 This is a contribution of salary on which you have already paid taxes made to the Plan on a voluntary basis. The earnings on Voluntary After-tax Contributions will grow on a tax-deferred basis until they are distributed to you.

Unless you are specifically excluded from making Voluntary After-tax Contributions, you may make Voluntary After-tax Contributions in any amount from a minimum of 0% to a maximum of 10%.

Employee Contributions

Q4:13 What is a Rollover Contribution?

A4:13 A rollover contribution is a direct transfer of your retirement benefits from another qualified plan to this Plan, or a distribution from another qualified plan that was first transferred to an IRA (a "conduit IRA") and then from that IRA to this Plan. A Rollover Contribution may also be made within sixty (60) days of the time it was distributed to you by another qualified plan or an IRA, if your Plan permits such rollovers. A tax Form 1099-R will be issued to you showing that either a direct transfer to another qualified plan or an IRA has been made, or that a distribution has been made to you.

Q4:14 Are Rollover Contributions permitted to this Plan?

A4:14 Yes, Rollover Contributions may be made to this Plan, but only after you become a Plan Participant.

In addition, the Plan will accept a Participant contribution of an Eligible Rollover Distribution from:

A Qualified Retirement Plan described in Code Section 401(a) or 403(a).

An annuity contract described in Code Section 403(b).

An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

The Plan will accept a Participant Rollover Contribution of the portion of a distribution from an Individual Retirement Account or Annuity described in Code Section 408(a) or 408(b).

In addition, the Plan will accept a Direct Rollover of an Eligible Rollover Distribution or Contribution from the following plans:

A Qualified Plan described in Code Section 401(a) or 403(a), including Voluntary After-tax Contributions.

An annuity contract described in Code Section 403(b), excluding Voluntary After-tax Contributions.

An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state.

Q4:15 If there is an investment gain or loss, will the amount in my rollover account be affected?

A4:15 A separate account will be established for your Rollover Contribution. You are always 100% vested in your rollover account balance and you will always have the right to receive the full amount of your rollover account balance. However, your rollover account balance will be affected by investment gains and losses (your account may increase or decrease in value).

Q4:16 What is a Transfer Contribution?

A4:16 A Transfer Contribution is the direct transfer of your account balance from another Qualified Plan to this Plan. In a transfer, the money is not treated as having been distributed to you and "rolled over" because it is a transaction between the trustees of two qualified plans. No tax Form 1099-R will be issued to you in a transfer because you did not have access to the assets that were transferred.

Q4:17 Are Transfer Contributions permitted to this Plan?

A4:17 Yes, Transfer Contributions may be made to this Plan, but only after you become a Plan Participant.

Q4:18 Are Transfer or Rollover Contributions from this Plan permitted to another Qualified Plan or IRA?

A4:18 Generally, you may rollover your account balance from this Plan to an IRA if you cease to be an Employee. Whether you may make a transfer or rollover to another Qualified Plan will depend on whether the other plan accepts these contributions.

If you believe you qualify for a rollover or transfer, see your Plan Administrator for more details.

Employer Contributions

Q4:19 What is a Matching Contribution?

A4:19 A Matching Contribution is a contribution to the Plan for you based on your Elective Deferrals to the Plan. A Matching Contribution may be subject to vesting requirements discussed below.

Q4:20 Will my Employer make a Matching Contribution?

A4:20 The Employer will make the following Matching Contribution:

The Employer *may* make a Matching Contribution to you if you are an eligible Participant based on your Elective Deferrals. The Employer will advise you of the percentage of the Matching Contribution.

Q4:21 What time period will the Employer use to determine my entitlement to and the amount of my Matching Contribution?

A4:21 The following time period will be used:

If you make Elective Deferrals, your Employer will calculate your Matching Contributions related to deferrals actually made annually.

Q4:22 If I make an Elective Deferral and then withdraw my Elective Deferrals from the Plan, will I still receive a Matching Contribution?

A4:22 No; Employer Matching Contributions will be made only on Elective Deferrals that are not withdrawn before the end of the Plan Year.

This requirement shall not apply in the event of a withdrawal that occurs as the result of a termination of employment due to retirement, Disability or death.

Q4:23 Will any Qualified Matching Contribution be made to the Plan?

A4:23 Unless you are specifically excluded from sharing in the Employer's Qualified Matching Contributions, a type of Matching Contribution called a Qualified Matching Contribution (QMAC) may be made to the Plan; this contribution is 100% vested when made, but they are subject to withdrawal restrictions before

you attain age 59½ while you are still employed. These contributions may be used to help the Plan pass certain tests required by law.

The amount of the Qualified Matching Contribution will be determined annually for eligible Participants.

Q4:24 What is a discretionary contribution?

A4:24 A discretionary contribution is an amount that may be contributed to the Plan by the Employer on your behalf. This type of contribution is made at the discretion of the Employer. Whether any contribution will be made is determined on an annual basis. For example, a contribution may be made for three Plan Years, and none made for the fourth Plan Year. Your Employer's discretionary contribution may be subject to a vesting schedule as discussed below. Your share of the Employer's contribution depends on the allocation formula your Employer has selected.

Employer contributions are not conditioned on profits.

Q4:25 How is the Employer's discretionary contribution calculated?

A4:25 If a discretionary contribution is being made to the Plan, the contribution will be determined as follows:

If a discretionary contribution is made to the Plan, you will receive a pro-rata portion of the contribution equal to the ratio of your Compensation to the Compensation of all eligible Participants, unless you are specifically excluded from sharing in the Employer's discretionary contributions.

Example: You are one of 5 Participants in the Plan and your Compensation is \$20,000. Your Employer's total payroll is \$100,000, and the total discretionary contribution is \$15,000. The ratio of your Compensation (\$20,000) to that of all Participants (\$100,000) is 1/5th. Therefore, 1/5th or \$3,000 of the discretionary contribution will be allocated to your account.

Q4:26 Will any Qualified Non-Elective Contribution be made to the Plan?

A4:26 The Employer may make Qualified Non-Elective Employer Contributions (QNEC); these contributions are 100% vested when made and help the Plan pass certain tests required by law.

Discretionary Percentage QNEC Contribution Formula: Unless you are specifically excluded from sharing in the Employer's Qualified Non-Elective Contributions, the Employer shall have the right to make a discretionary Qualified Non-Elective Contribution to you in proportion to your Compensation as a percentage of the Compensation of all eligible Participants. This part of the Employer's contribution and the allocation thereof shall be unrelated to any other Employer contribution made hereunder and shall be fully vested. This contribution will be made to only eligible Participants who are Non-Highly Compensated Employees.

Q4:27 Who is eligible to receive a contribution from the Employer?

A4:27

The Employer will make a contribution on your behalf if you have completed a Year of Service. A Year of Service for eligibility to receive an allocation of Employer contributions will be determined on the basis of the Hour of Service method. A Year of Service for allocation accrual purposes will be credited to you upon completion of the number of Hours of Service indicated below.

As an active Participant, to be eligible to receive any Employer contribution made to the Plan on your behalf you must complete 1000 Hours of Service during the Plan Year.

If you terminate during the Plan Year, you must complete 1000 Hours of Service during the same period to receive any Employer contribution made to the Plan on your behalf.

If you terminate employment due to retirement you will not need to complete the required Hours of Service indicated above in order to receive Matching Contributions and Employer discretionary Contributions.

If you terminate employment due to Disability, you will not need to complete the required Hours of Service indicated above in order to receive Matching Contributions and Employer discretionary Contributions.

If you terminate employment due to death, you will not need to complete the required Hours of Service indicated above in order to receive Matching Contributions and Employer discretionary Contributions.

Unless indicated otherwise, you must be employed on the last day of the Plan Year in order to receive Matching Contributions and Employer discretionary Contributions.

If you terminate employment for any of the above noted reasons, you will not need to be employed on the last day of the Plan Year in order to receive Matching Contributions and Employer discretionary Contributions.

Government Regulations

Q4:28 Are there any limits on the total amount of contributions that can be made on my behalf each year?

A4:28 Yes, Federal law places certain limits on the maximum contribution that can be made to a retirement plan. The first limit is an individual limit based on total contributions. The maximum contribution (including Employer Contributions, Elective Deferrals and Voluntary After-tax and Required After-tax Contributions) that you may have allocated to your account in a given year may not be more than 100% of your Compensation or \$40,000 (indexed for inflation), whichever is less.

The second limit is a group limit based on the percentage of contributions made to the Plan by all Participants. The amount of contributions that Highly Compensated Employees will receive in given year may be limited by the amount of contributions that are made on behalf of Non-Highly Compensated Employees. See your Plan Administrator for a more detailed explanation of the various limitations.

Generally, a Highly Compensated Employee is any Employee who during the current or prior Plan Year was a more than 5% owner of the company or who in the prior Plan Year received Compensation of more than \$80,000, as indexed. (The Compensation amount will increase to \$100,000 in 2007 for determining who is a Highly Compensated Employee in 2006. This figure may further increase in future years.) The Plan Administrator will inform you if you are a Highly Compensated Employee.

Q4:29 Who is a Non-Highly Compensated Employee?

A4:29 If you are not currently or never were a Highly Compensated Employee, as described above, or a family member of a 5% owner, you are a Non-Highly Compensated Employee.

Q4:30 Who is considered a "family member"?

A4:30 Family members include your parents, spouse, children, and grandchildren. Family members do not include brothers or sisters, aunts, uncles, grandparents, or cousins, or in-laws of your children.

ARTICLE V PARTICIPANT ACCOUNTS

Q5:1 What is a Participant Account?

A5:1 Your Employer will set up a recordkeeping account in your name to show the value of your retirement benefit. This is called your Participant Account.

Q5:2 What amounts will be contributed to my account?

A5:2 Your Employer will make the following contributions to your account:

- your share of any Employer Contributions made on your behalf.
- the amount of any Elective Deferrals, Rollover Contributions, Transfer Contributions and Catch-Up Contributions, if applicable.
- if applicable, your share of any forfeited amounts of former Employees (these are amounts left behind by Employees who stopped working before they were 100% vested in their benefit).
- your share of any investment earnings and increases in the value of investments.

Q5:3 What subtractions will be made from my account?

A5:3 The Employer will subtract the following from your account:

- any withdrawals or distributions you receive,
- any investment losses or decreases in the value of investments, and
- your share of administrative fees and expenses paid out of the Plan, if applicable.

Q5:4 Can I lose any of the money in my account?

A5:4 It is possible to lose all or a portion of your account for the following reasons:

- if applicable, you terminate your employment before you are 100% vested in the part of your account balance made up of Employer contributions,
- you have any investment losses or you pay your share of Plan administrative expenses or other Plan costs,
- you cannot be located when a benefit becomes payable to you, or
- a portion of or all of your benefits are assigned (transferred) to an alternate payee under a Qualified Domestic Relations Order

Q5:5 When will contributions to my account be valued?

A5:5 The Employer will value the contributions in your account Contributions to Suburban Illinois Bancorp Stock Fund - quarterly; all other contributions - daily..

ARTICLE VI VESTING

Q6:1 What is vesting?

A6:1 Vesting means that you have earned the right to a portion of or the full amount of your Participant Account. Once you have "vested" a portion of or the full amount of your account, that amount cannot be forfeited or taken away from you. (However, your vested account balance will be adjusted for any investment gains and losses.) You determine your vested account balance by multiplying the percentage from the vesting schedule described below by the total value of your Participant Account. The vesting schedule is based on your Years of Service, and determines how rapidly your Account Balance becomes non-forfeitable.

Q6:2 Are my contributions 100% vested?

A6:2 All contributions that *you* make, plus any investment earnings on those contributions are always 100% vested and cannot be forfeited for any reason.

Q6:3 Are Employer contributions 100% vested when deposited?

A6:3 Yes, all contributions including Qualified Matching Contributions and Qualified Non-Elective Contributions made on your behalf are 100% vested when deposited.

Q6:4 How is a Year of Service determined for purposes of vesting?

A6:4 A Year of Service for vesting is not determined because you are immediately vested once you enter the Plan.

Q6:5 Will I become 100% vested if I retire, become disabled, die, or if the Plan terminates?

A6:5 If you are not already fully vested, you will become fully vested automatically if you attain Normal Retirement Age or Early Retirement Age, if you terminate employment due to Disability, if you die, or if the Plan is terminated or is partially terminated. (See Question 12:3 for the definition of a partial termination.)

Disability is defined as a physical or mental impairment of a permanent or indefinite nature, or is expected to result in death, which prevents a Participant from engaging in any occupation. A physician who has been chosen by or is satisfactory to the Employer must certify disability.

ARTICLE VII TOP-HEAVY RULES

Q7:1 What is a "Top-Heavy" Plan?

A7:1 A Top-Heavy Plan is one in which the total account balances of all Key Employees are more than 60% of the total account balances of all Employees.

Q7:2 Who is a "Key Employee"?

A7:2 A Key Employee is an Employee who, at any time during the Plan Year or the prior Plan Year is (or was) of the following individuals:

- a. an officer earning more than \$130,000, as adjusted;
- b. a more than 5% owner (or a family member of a more than 5% owner) of the Employer; or
- c. a 1% or more owner (or a family member of a 1% or more owner) earning more than \$150,000.

All other Employees are called Non-Key Employees. Your Plan Administrator will notify you if you are a Key Employee.

Q7:3 What happens if a Plan is top-heavy?

A7:3 If the Plan becomes top-heavy, a top-heavy minimum contribution must be made to the Plan and a special vesting schedule may apply.

Q7:4 What is a "top-heavy minimum contribution"?

A7:4 If the Plan becomes top-heavy and you qualify, you will receive a contribution equal to 3% of your salary or, if less, equal to the highest actual percentage of contribution allocated to any Key Employee.

Q7:5 Who is entitled to receive the top-heavy minimum contribution?

A7:5 If the Plan is top-heavy, you will receive a top-heavy minimum contribution if you have been credited with at least one Hour of Service during the Plan Year and you are employed on the last day of the Plan Year.

Q7:6 What is the special vesting schedule when the Plan is top-heavy?

A7:6 If the Plan becomes top-heavy, the Plan Administrator will notify you of the change in the vesting schedule. Such schedule will remain in effect even if the Plan later stops being top-heavy.

ARTICLE VIII RETIREMENT BENEFITS

Q8:1 When may I receive retirement benefits from the Plan?

A8:1 Generally, the full value of your account balance is payable at your Normal Retirement Date. The Normal Retirement Age under this Plan is the attainment of age 60. The Normal Retirement Date is the date you attain your Normal Retirement Age.

Q8:2 What happens if I work beyond the Normal Retirement Age?

A8:2 If you work beyond your Normal Retirement Age, and have not terminated employment, you *may* request to start receiving benefit payments. Whether or not you work past Normal Retirement Age, you will continue to fully participate in the Plan.

Q8:3 If I stop working for my Employer before Normal Retirement Age, when can I receive my benefits?

A8:3 You *may* request to receive your benefits at any time after you terminate employment.

Q8:4 May I take out my retirement benefits if I do not terminate employment?

A8:4 Yes, you may make an in-service withdrawal as follows:

You may elect to withdraw all or any part of your Rollover Contributions and your Transfer Contributions.

After having attained age 59.5, you may withdraw all or any part of your Vested Account Balance of your Elective Deferrals, the Employer's Qualified Non-Elective Contributions, the Employer's Qualified Matching Contributions, your vested Non-Safe Harbor Matching Contributions and your vested Employer discretionary contributions.

Q8:5 What is a "hardship" withdrawal?

A8:5 A hardship withdrawal is a distribution taken to satisfy an immediate and heavy financial need that cannot be satisfied from other financial resources.

Q8:6 Does this Plan permit hardship withdrawals?

A8:6 Hardship withdrawals are permitted from this Plan. Your Employer must approve hardship withdrawal applications in a nondiscriminatory manner. The amount of a hardship withdrawal is limited to that amount needed to meet the need (including the amount necessary to pay any taxes that you will have to pay). You show you are qualified for a hardship distribution by completing a written application form that you will get from the Plan Administrator. If the Plan Administrator so advises you, your Spouse must consent in writing to the withdrawal. While you continue to be eligible to receive Employer Contributions to the Plan, your right to make Elective Deferrals must be suspended for 6 months. Amounts withdrawn for hardship

may not be redeposited to this or any other Plan maintained by the Employer, and they may not be rolled over to either an IRA or another qualified retirement plan. Generally, you must first take any other available distribution and, if applicable, borrow the maximum loan amount allowed under this and all other plans of your Employer. However, if a Plan loan would increase the amount of your financial need, you do not have to take the loan. For example, if you need money to purchase your principal residence, and a Plan loan would disqualify you from obtaining other necessary financing, you do not have to take the loan.

You may apply for a hardship withdrawal from this Plan for the following reasons only:

- a. to purchase your principal residence (but not to pay mortgage payments),
- b. to pay tuition and related post-secondary educational expenses for you, your Spouse, or your dependents for the next 12 months,
- c. to pay medical care expenses of the type that are otherwise deductible for income tax purposes that are not covered by insurance and are incurred or will be incurred by you, your Spouse or your dependents,
- d. to prevent your eviction from or foreclosure on your principal residence,
- e. to pay for burial or funeral expenses of your Spouse, parent, child or tax dependent, or
- f. to pay expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

You may withdraw the following types of contributions:

Your Elective Deferrals.

Rollover Contributions plus their earnings.

Transfer Contributions plus their earnings.

Income taxes must be paid on a hardship withdrawal. If you are under age 59½, you may also have to pay a 10% penalty tax on the withdrawal. Hardship withdrawals of vested Employer contributions are not subject to the mandatory 20% income tax withholding because they are no longer eligible to be rolled over to an IRA or another qualified retirement plan.

Q8:7 Do I have to take a distribution of my benefits by a certain time?

A8:7 If you are not a more than 5% owner of your Employer, you may delay starting payment of your retirement benefits until you terminate employment, even if you are older than age 70½. At that time, you must take at least a minimum amount called a "required minimum distribution". If you are a more than 5% owner, you must take a distribution upon attainment of age 70½, even if you are still working.

The required minimum distribution rules were changed for 2003 and later years, although the new rules could have been used for distributions made in 2002. During your lifetime, distributions generally will be based on the "Uniform Life Expectancy Table" published by the IRS. Upon your death, if you have named a Beneficiary or Beneficiaries (see the discussion in Article IX) their life expectancy generally will be used to determine their payments. The rules result in smaller annual payments being required. These rules will be explained to you and your Beneficiary(ies), by the Plan Administrator once you reach age 70½, or earlier if you should die.

**ARTICLE IX
BENEFICIARY DESIGNATION AND DEATH BENEFITS**

Q9:1 When I die, who gets my benefits from this Plan?

A9:1 You may choose the person or persons (the Beneficiary or Beneficiaries) who will receive benefits under the Plan if you die. You must name your Beneficiary (or Beneficiaries) on a form provided by the Plan Administrator, and return the form to the Plan Administrator. Subject to certain written consent requirements if you are married, you may change your Beneficiary at any time.

Q9:2 If I am married, does my Spouse have to be my Beneficiary?

A9:2 If you are married, your Spouse is your Beneficiary automatically. If you wish to name someone else, you must complete a beneficiary designation form and get your Spouse's written consent. Your spouse's signature must be witnessed by a notary public or by the Plan Administrator.

Q9:3 How are benefits paid to my Beneficiary?

A9:3 In the event of your death, the full value of your account is payable to your Beneficiary in a lump sum or, if the plan permits, in installment payments over any period that does not exceed the life expectancy of your Beneficiary. If your Plan Administrator so notifies you, your Beneficiary may also be paid in the form of an annuity.

Q9:4 How does the annuity pay-out of a death benefit work?

A9:4 This Plan does not pay benefits in the form of an annuity.

Q9:5 What will happen if I die after my benefit payments have started?

A9:5 If you die after you have reached age 70½ and started payment of your benefits in installment payments, your Beneficiary (or Beneficiaries) will continue to receive payments based on the appropriate life expectancy values.

Q9:6 What is the normal, or automatic, form of payment under this Plan?

A9:6 The normal form of payment is a lump sum. When benefits become due, you or your representative should apply to the Employer requesting payment of your account.

Q9:7 Are there any other forms of payment available under the Plan?

A9:7 Yes, if you do not want the Plan's normal form of benefit payment, you may request to receive your benefit in any of the following optional forms indicated below:

cash
Employer securities
installment payments

Payments may not be made over any period that exceeds the life expectancy of you and your Beneficiary.

Q9:8 Do I need my Spouse's consent in order to choose an optional form of payment?

A9:8 You may need the written consent of your Spouse to select an optional form of payment. See your Plan Administrator for details.

Rollover of Payment

Q9:9 May I roll my benefits into an IRA or into another plan instead of having them paid directly to me?

A9:9 If your distribution is an "eligible rollover distribution," you may either have them paid directly to you or you may have them directly rolled over to another qualified plan or your IRA. The Plan Administrator will provide information to you about eligible rollover distributions shortly before your distribution is to occur. Required Minimum Distributions may never be rolled over.

Q9:10 What taxes or penalties will I have to pay if I do not rollover my benefit directly to an IRA or another Qualified Plan?

A9:10 If you do not have your benefits, which are "eligible rollover distributions", directly rolled over, the Plan Administrator will withhold 20% of the distribution for payment of Federal taxes. If you are under age 59½, the benefit payment may also be subject to a 10% early distribution penalty. There is no tax withholding for any penalty tax that may be due when you file your Federal income tax return for the year in which you receive a pre-age 59½ distribution.

Q9:11 If I decide to have the benefits paid to me directly, may I roll them over to a Qualified Plan or IRA later?

A9:11 You may do a rollover yourself, if you complete the rollover within sixty (60) days of when you received the distribution. Check with your personal tax advisor to make sure that your distribution is an eligible rollover distribution. However, the 20% of your payment that was withheld by your Employer will be taxable unless you also deposit an equivalent amount into a Qualified Plan or an IRA.

Example: You have a vested account balance of \$100,000 at the time you terminate employment. If you elect a direct rollover, the entire \$100,000 will be transferred to the trustee of another qualified retirement plan or the IRA. The entire amount is reported as a rollover on your tax return, and you will not pay taxes. If you receive the benefit directly, 20% of the distribution (\$20,000) will be automatically withheld from your payment. You will receive only \$80,000. If within sixty (60) days you decide to roll over the entire \$100,000 to an IRA, you will need to deposit \$20,000 of your own money to make up the difference. If you do this, the \$20,000 withheld may be refunded to you when you file your taxes. However, if you do not, only \$80,000 will be rolled over and the remaining \$20,000 will be taxable income. If you are under 59½ when you receive your payment, you will also be subject to the 10% early distribution penalty unless you qualify for an exception such as death or disability.

Q9:12 What distribution payments cannot be rolled over?

A9:12 Certain benefit payments are not eligible for rollover and therefore will also not be subject to the 20% mandatory withholding. The payments include:

- annuities paid over your lifetime,
- installment payments for a period of at least ten (10) years,
- minimum required distributions at age 70½,
- hardship withdrawals, and
- (depending on the plan you are rolling over to) Voluntary or Required After-tax Contributions.

Time of Payment

Q9:13 If I terminate employment with my Employer because I retire, become disabled, or die, when will my payments start?

A9:13 Your payments will start as soon as administratively feasible on or after the Valuation or Allocation Date on which a distribution is requested or is otherwise payable.

- Q9:14** If I terminate employment for a reason other than death, Disability, or retirement, when will my payments start?
- A9:14** Your payments will start as soon as administratively feasible on or after the Valuation or Allocation Date on which a distribution is requested or is otherwise payable.
- Q9:15** What is a Qualified Domestic Relations Order (QDRO)?
- A9:15** A QDRO is a court order issued under state domestic relations law relating to divorce, legal separation, custody or support proceedings. The QDRO recognizes the right of someone other than you (the Alternate Payee) to receive all or a portion of your Plan benefits. You will be notified if a QDRO relating to your Plan benefits is received by the Plan.
- Q9:16** If the Plan receives a QDRO, when will the benefit be distributed to the person(s) listed in the QDRO?
- A9:16** The benefit established by a QDRO may be distributed to the Alternate Payee as of the date the QDRO is determined to be qualified.
- Q9:17** How and where can I obtain a copy of the procedures which govern QDROs under the Plan?
- A9:17** Participants and Beneficiaries under the Plan may obtain from the Plan Administrator without charge a copy of the Plan's QDRO procedures.
- Q9:18** How long can I keep my vested account balance in the Plan without having to make a withdrawal?
- A9:18** You may delay payment of your benefit if your account balance is more than \$5,000 at the time you terminate Service. If your vested account balance is less than \$5,000, you may be "cashed out". Generally, you do not have to take a withdrawal until your "Required Beginning Date", even if you have terminated employment. If you have terminated employment, your "Required Beginning Date" is the April 1st of the calendar year following the calendar year in which you attain age 70½. See your Plan Administrator for more details.

Rollover Contributions will be excluded in the value of your nonforfeitable account balance for purposes of the Plan's involuntary cash-out provisions.

ARTICLE X INVESTMENTS

- Q10:1** How will my contributions to the Plan be invested?
- A10:1** Your contributions to the Plan may be invested in any security or other form of property that is considered suitable for a retirement plan. Such investments can include, but are not limited to, common and preferred stocks, put and call options which are traded on an exchange, bonds, money market instruments, mutual funds, savings accounts, certificates of deposit, Treasury bills or insurance contracts. (Note: If you are permitted to direct your own investments you may be limited as to your investment choices.)
- Q10:2** If Employees are permitted to direct their own investments, what types of contributions will I be allowed to invest?
- A10:2** Employee investment direction is permitted and you may direct the investment of All Contributions.

Q10:3 What are my investment choices and how do I change my investment selection?

A10:3 You may invest in the alternatives made available by the Employer under the Plan.

A description of what investment vehicles are available to you and the procedures for making investment selections and changes in investment selections may be obtained from the Plan Administrator.

The Plan permits Participants the right to reallocate their contributions to a different fund and to transfer contributions into and out of investments provided under the Plan, subject to possible restrictions on these types of transactions. The Plan Administrator may decline to implement investment directives where it in its sole discretion deems it appropriate (for example, directive may be declined for excessive trading, market timing, or for any other legitimate reason where the Plan Administrator, in fulfilling its fiduciary role under ERISA, believes that it would be imprudent to implement the directive). The Plan Administrator has the power to adopt such rules and procedures to govern all Participant elections and directions under the terms of the Plan.

If the Plan invests or permits investments in mutual funds, Plan Participants are advised to consult the mutual fund prospectus, which may contain restrictions on the frequent trading of shares in response to short-term market fluctuations, a practice known as "market timing." The prospectus may provide that the manager of the fund reserves the right to refuse purchase orders and fund exchanges if the fund manager believes the transaction would have a disruptive effect on the portfolio of the mutual fund.

Q10:4 May I take a loan from the Plan?

A10:4 Participant loans are permitted. The Plan Administrator will advise you of the procedures to obtain a loan. Loans must be approved by the Plan Administrator and are subject to a strict set of rules established by law. The rules are covered in the loan policy, which is available from the Plan Administrator.

ARTICLE XI ADMINISTRATION OF THE PLAN

Q11:1 Who administers the Plan?

A11:1 The Plan Administrator.

Q11:2 Who is the Plan Administrator and what are his or her duties?

A11:2 Your Employer has established the Plan and has overall control and authority to administer the Plan. The Plan Administrator's duties include:

- a. appointment of professional advisors needed to administer the plan, including, among others, an accountant, attorney, actuary or administrator;
- b. instruction to the Trustee(s) regarding payments from the Plan Trust Fund;
- c. communication with Employees about participation and benefits under the Plan, including claims procedures and domestic relations orders;
- d. preparation and filing of any returns and reports with the Internal Revenue Service, Department of Labor or any other governmental agency, as required;
- e. review and approval of any financial reports, investment reviews, or other reports prepared by any party appointed by the Employer;
- f. establishment of a funding policy and investment objectives that are consistent with the purposes of the Plan and the Employee Retirement Income Security Act of 1974 (ERISA); and
- g. resolution of any question of Plan interpretation. The Plan Administrator's interpretation and application of the Plan is final.

Q11:3 What are the duties of the Trustee?

A11:3 The Trustee will be responsible for the administration of investments held in the Plan Trust Fund. These duties will include:

- a. receipt of contributions under the terms of the Plan;
- b. investment of Plan assets, unless investment responsibility is delegated to another party;
- c. custodian of Plan assets, unless custody responsibility is delegated to another party;
- d. distribution of monies from the fund in accordance with written instructions received from the Plan Administrator;
- e. maintenance of accounts and records of the financial transactions of the Plan Trust Fund;
- f. preparation of an annual report of the Plan Trust Fund that shows the financial transactions for the Plan Year.

Q11:4 Are there any other circumstances which may result in the disqualification, ineligibility, or denial, loss, forfeiture, suspension, offset, reduction, or recovery of any benefits that I as a Participant or my Beneficiary might otherwise reasonably expect the Plan to provide?

A11:4 Yes, there may be circumstances which may result in the disqualification, ineligibility, or denial, loss, forfeiture, suspension, offset, reduction or recovery of any benefits that you or your Beneficiary(or Beneficiaries) might otherwise reasonably expect the Plan to provide. These events are listed below:

- You leave the employ of the Employer prior to become one hundred percent (100%) vested in contributions made to the Plan on your behalf.
- A payment from your Plan account was required under the terms of a Qualified Domestic Relations Order.
- You do not meet the requirements of the Plan to receive a contribution.
- You failed to repay a Participant loan on a timely basis and an offset of that amount occurred in your account.

No benefits under this Plan may be assigned or transferred by you or any other person entitled to benefits. If any person attempts to assign, sell or otherwise transfer any benefits under the Plan, the Plan Administrator may terminate that person's interest in the benefit and dispose of that interest for the benefit of such person or the dependents of such person as it sees fit. However, your benefit under the Plan may be subject to the terms of certain divorce, child support or property agreements involving a Spouse, former Spouse or dependent.

If any person to whom a benefit is payable, is in the opinion of the Plan Administrator, unable to care for his or her affairs, than any payment due such person may be paid to a relative or other person deemed by the Plan Administrator to be the proper recipient on behalf of the person otherwise entitled to payments.

Q11:5 Is there any circumstance where a fee or charge may be imposed in order to receive a benefit under the Plan?

A11:5 There may be investment fund transaction fees or expenses (e.g., commissions, front-end or back-end loads) associated with the investments that will affect your account. Prior to making any investment, you should obtain and read all available information concerning that particular investment, including financial statements, prospectuses, if applicable, reports or other offering documents, where available.

Depending on the transaction there may be a payment of fees involved as a condition to receipt of benefits under the Plan. If applicable, the Plan Administrator will provide you with written information at the time of the transaction.

The costs of administering the Plan are shared between you and your Employer. In addition to any loan set-up charge and any self-directed brokerage account charges (if applicable under the Plan), other

administrative costs may be deducted from your contributions or accounts. These additional costs may include, but are not limited to, distribution charges for benefits that are distributed to you and fees associated with the qualification of a domestic relations order. The Plan Administrator will notify you of any costs that are charged to your account in the operation of the Plan.

ARTICLE XII AMENDMENT AND TERMINATION

Q12:1 May my Employer amend the Plan?

A12:1 Only the Employer (or Employers) sponsoring this Plan has the authority to amend this Plan. Any amendment, including the restatement of an existing Plan, may not decrease a Participant's Vested Account Balance except to the extent permitted under Internal Revenue Code Section 412(c)(8), and may not reduce or eliminate a Code Section 411(d)(6) protected benefit (except as provided under the Internal Revenue Code or any Regulation issued thereunder) determined immediately prior to the date of the adoption, or if later the effective date, of any amendment to the Plan. The Plan Sponsor may in its discretion amend the Plan to eliminate benefits on a prospective basis, but has no legal authority to eliminate benefits which a Participant has already earned.

Q12:2 May my Employer terminate the Plan?

A12:2 Your Employer expects to continue the Plan indefinitely; however, in the unlikely event the Plan is terminated or if there is a complete discontinuance of contributions under a plan maintained by the Employer, all amounts credited to your account shall vest and become 100% vested, regardless of the Plan's current vesting schedule. Vesting means that you have earned the right to a portion of or the full amount of your account. Once you have "vested" a portion or the full amount of your account, that amount cannot be forfeited or taken away from you.

In the event of the termination of the Plan, the Plan Administrator shall direct the distribution of accounts to or for the exclusive benefit of you and your Beneficiaries. Such distribution shall be made directly to you or, at your direction, may be transferred directly to another Eligible Retirement Plan or individual retirement account as selected by you and/or your Beneficiary. If you do not respond the communication sent regarding the distribution of your assets in a timely manner, under the law the Plan Administrator has the right to "cash out" any Participant who does not respond to the communications regarding the Plan termination. That means a check will be sent to you at your last known address less any applicable withholding, representing your balance in the Plan. Except as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

Q12:3 What is a partial termination of the Plan?

A12:3 A partial termination may occur if either a Plan amendment or severance from Service excludes a group of employees who were previously covered by this Plan. Whether a partial termination has occurred will depend on the facts and circumstances of each case. If a partial termination occurs, only those Participants who cease participation due to the partial termination will become 100% vested. The Plan Administrator will advise you if a partial termination occurs and how such partial termination affects you as a Participant.

Q12:4 May my rights and benefits under the Plan be given to someone else?

A12:4 Your rights and benefits under this Plan may not be assigned, sold, transferred or pledged by you or reached by your creditors or anyone else. For example, you cannot agree to pledge a part of your benefit under the Plan as security for a bank loan. However, there is an exception for a Qualified Domestic Relations Order (QDRO) or if you are a Plan fiduciary and you are found guilty of a violation of the law involving the assets of this Plan.

ARTICLE XIII

LEGAL PROVISIONS AND RIGHTS OF PLAN PARTICIPANTS

Benefit Claims Procedure: If you feel that you are entitled to a benefit under the Plan, mail or deliver your written claim to the Plan Administrator. The Plan Administrator will notify you, your Beneficiary, or authorized representative of the action taken within sixty (60) days of receipt of the claim. If you believe that you are being improperly denied a benefit in full or in part, the Employer must give you a written explanation of the reason for the denial.

If the Employer denies your claim, you may, within sixty (60) days after receiving the denial, submit a written request asking the Employer to review your claim for benefits. Documents or records in support of your appeal should accompany any such request. You, your Beneficiary, or your authorized representative may review pertinent documents and submit issues and comments in writing.

Your Rights As A Plan Participant: As a Participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). The Pension Benefit Guaranty Corporation does not insure your benefits under this Plan because the law does not require plan termination insurance for this type of Plan. ERISA provides that all Plan participants shall be entitled to the items described below.

Receive Information About Your Plan And Benefits: Examine, without charge, at the Plan Administrator's office and at other specified locations such as work-sites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements (if applicable), and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries: In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

Benefit Claims Procedure For Non-Disability Claims: Benefits normally will be paid to Participants and Beneficiaries without the necessity of formal claims. You or your beneficiary(ies), however, may make a request for any Plan benefits to which you believe you may be entitled. Any such request must be made in writing, and it should be made to the Plan Administrator. The following claims appeal procedure applies to claims [other than claims for benefits due to disability, which are governed by the section entitled "Benefits Claims Procedure (For Disability Claims)"] that are filed on or after January 1, 2002.

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim for such benefits under the Plan is wholly or partially denied, the Plan Administrator shall

furnish you or your beneficiary (referred to below as a "claimant") or your authorized representative with a written or electronic notice of the denial within a reasonable period of time (generally, ninety (90) days after the Plan Administrator receives the claim or 180 days, if the Plan Administrator determines that special circumstances require an extension of time for processing the claim and furnishes written notice of the extension to the claimant or his authorized representative before the initial 90-day period ends), which sets forth, in an understandable manner, the following information:

- The specific reason(s) for the denial of the claim;
- Reference to the specific Plan provision on which the denial is based;
- A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why that material or information is necessary; and
- A description of the Plan's review procedures and the time limits applicable to those procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following a denial on review.

The Plan Administrator's written extension notice must indicate the special circumstances requiring an extension of time for processing the claim and the date by which the Plan Administrator expects to render its decision on the claim.

The claimant or his authorized representative may appeal the Plan Administrator's decision denying the claim within 60 days after the claimant or his authorized representative receives the Plan Administrator's notice denying the claim. The claimant or his authorized representative may submit to the Plan Administrator written comments, documents, records and other information relating to the claim. The claimant or his authorized representative shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim. For these purposes, a document, record or other information is "relevant" to the claim if it:

- was relied upon by the Plan Administrator in making its decision on the claim,
- was submitted, considered or generated in the course of the Plan Administrator's making its decision on the claim without regard to whether the Plan Administrator relied upon it in making its decision, or
- complies with administrative processes and safeguards which are designed to ensure and to verify that decisions on claims are made in accordance with governing Plan documents, whose provisions are applied consistently with respect to similarly-situated claimants.

The Plan Administrator's review of the claim and of its denial of the claim shall take into account all comments, documents, records and other information submitted by the claimant or his authorized representative relating to the claim, without regard to whether these materials were submitted or considered by the Plan Administrator in its initial decision on the claim.

The Plan Administrator's decision on the appeal of a denied claim shall be made within a reasonable period of time (generally sixty (60) days after the Plan Administrator receives the claim or one hundred and twenty (120) days if the Plan Administrator determines that special circumstances require an extension of time for processing the claim and furnishes written notice of the extension to the claimant or his authorized representative before the initial sixty (60) day period ends indicating the special circumstances requiring extension of time and the date by which the Plan Administrator expects to render its decision on the claim). The Plan Administrator will furnish the claimant or his authorized representative with written or electronic notice of its decision on appeal. In the case of a decision on appeal upholding the Plan Administrator's initial denial of the claim, the Plan Administrator's notice of its decision on appeal shall set forth, in an understandable manner, the following information:

- The specific reason(s) for the decision on appeal;
- Reference to the specific Plan provision on which the decision on appeal is based;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits; and
- A statement describing any voluntary appeal procedures (including voluntary arbitration or any other form of dispute resolution) offered by the Plan and the claimant's right to obtain information sufficient to enable

you or your beneficiary to make an informed judgment about whether to submit a benefit dispute to the voluntary level of appeal, and a statement of the claimant's right to bring an action under ERISA Section 502(a).

Enforce Your Rights: If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions: If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration of the U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

If more than one Employer maintains this Plan, you can obtain a complete list of all such Employers by making a written request to the Plan Administrator.

This booklet is not the Plan document, but only a Summary Plan Description of its principal provisions and not every limitation or detail of the Plan is included. Every attempt has been made to provide concise and accurate information. However, if there is a discrepancy between this booklet and the official Plan document, the Plan document shall control.

SUMMARY OF MATERIAL MODIFICATIONS

SUMMARY OF MATERIAL MODIFICATIONS

TO THE

Suburban Bank & Trust Co. 401k Profit Sharing Plan

SUMMARY PLAN DESCRIPTION

The Summary Plan Description of the Suburban Bank & Trust Co. 401k Profit Sharing Plan has been modified to add the following regarding involuntary cash outs:

The question, "May I roll benefits into an IRA or another plan instead of having them paid directly to me?" has been changed as follows:

If your distribution is an "eligible rollover distribution," you may either have them paid directly to you or you may have them directly rolled over to another qualified plan or your IRA.

The Plan has been amended to require a distribution of your Vested Account Balance in the Plan after you terminate employment, if your balance is not more than \$5,000. Your prior consent to this distribution is *not* required. This is commonly referred to as an "involuntary cash out" provision.

If you do not provide us with written instructions indicating how you want this distribution to be handled, the law requires that the Plan directly transfer your Vested Account Balance to an individual retirement plan of a designated trustee or issuer. This is commonly referred to as an "automatic rollover" provision.

The automatic rollover provisions of this section will apply only to amounts over \$1,000, but not over \$5,000. If the amount is under \$1,000, unless you instruct us in writing to rollover such amount to either an IRA or another qualified retirement plan of your choice, you will receive a check representing your Vested Account Balance less the applicable 20% Federal income tax withholding.

At the appropriate time after you terminate employment, we will send you a distribution form for you to make an election as to how you would like your benefits paid. If you do not complete and return this form to us within a reasonable period of time, the Plan Administrator will proceed with an automatic rollover, as applicable, to the individual retirement plan. The Plan Administrator will send all information relating to any IRA established on your behalf to your last known mailing address. Should you not wish this automatic rollover to occur, it is imperative that you respond to all communications from the Plan Administrator regarding the disposition of your Plan Account.

The question "How long can I keep my vested account balance in the Plan without having to make a withdrawal?" is changed to read as follows:

Generally, you do not have to take a withdrawal until your "Required Beginning Date", even if you have terminated employment. If you have terminated employment, your "Required Beginning Date" is the April 1st of the calendar year following the calendar year in which you attain age 70½. Also see the above question, "May I roll my benefits into an IRA or into another plan instead of having them paid directly to me?" and your Plan Administrator for more details.

NOTICE REGARDING AUTOMATIC ROLLOVER

This Notice is being provided to you regarding a new provision in the law. As the Summary of Material Modifications, previously provided to you explained, you have several choices with respect to the distribution you are receiving. You may either elect to take the distribution and include it in income or have the distribution rolled over to either a qualified retirement plan or an Individual Retirement Account ("IRA"). This additional Notice is being provided to you regarding a new provision in the law. If you do not elect either of these options, the Plan is required to make a direct rollover of your distribution to an IRA. You have thirty (30) days after receipt of this Notice to advise the Plan Administrator of your election. Under the law if you fail to notify the Plan Administrator we will roll over your Vested Account Balance into an IRA. The Plan Sponsor has the authority to execute the documents necessary to establish this account, using your most recent mailing address. Once established the Trustee/Issuer of the IRA will provide a Disclosure Statement to you, which will detail the terms and conditions as well as any fees imposed on the Account. It will also contain the procedures regarding the seven-day revocation period.

The Plan has selected the following Trustee/Issuer:

Name: Suburban Bank & Trust Co.

You will have the right to transfer your IRA to any other IRA provider, once the IRA has been established.

It is important that you respond to any correspondence received from the Plan Administrator and advise them of any change of address. Should you have any questions, please contact the Plan Administrator.

The Initial IRA setup fee shall be: 0.

The Initial IRA setup fee shall be paid by: _____.

The IRA Provider's annual fee shall be: 0.

The IRA funds shall be invested in Interest-Bearing Deposits.

For inquiries regarding the automatic rollover process, Participants can contact:

Name: Retail Banking Department

Address:

150 Butterfield RD
Elmhurst, IL 60126

Phone No.: 630-279-1300

SECOND SUMMARY OF MATERIAL MODIFICATIONS

Suburban Bank & Trust Co. 401k Profit Sharing Plan

The Summary Plan Description of the Suburban Bank & Trust Co. 401k Profit Sharing Plan has been modified to add the following question regarding fees and a policy on excessive trading in Retirement Plan Accounts:

Is there any circumstance where a fee or charge may be imposed in order to receive a benefit under the Plan?

There may be investment fund transaction fees or expenses (e.g., commissions, front-end or back-end loads) associated with the investments that will affect your account. Prior to making any investment, you should obtain and read all available information concerning that particular investment, including financial statements, prospectuses, if applicable, reports or other offering documents, where available.

Depending on the transaction there may be a payment of fees involved as a condition to receipt of benefits under the Plan. If applicable, the Plan Administrator will provide you with written information at the time of the transaction.

The costs of administering the Plan are shared between you and your Employer. In addition to any loan set-up charge and any self-directed brokerage account charges (if applicable under the Plan), other administrative costs may be deducted from your contributions or accounts. These additional costs may include, but are not limited to, distribution charges for benefits that are distributed to you and fees associated with the qualification of a domestic relations order. The Plan Administrator will notify you of any costs that are charged to your account in the operation of the Plan.

POLICY REGARDING EXCESSIVE TRADING IN RETIREMENT PLAN ACCOUNTS

A description of what investment vehicles are available to you and the procedures for making investment selections and changes in investment selections may be obtained from the Plan Administrator.

The Plan permits Participants the right to reallocate their contributions to a different fund and to transfer contributions into and out of investments provided under the Plan, subject to possible restrictions on these types of transactions. The Plan Administrator may decline to implement investment directives where it in its sole discretion deems it appropriate (for example, directive may be declined for excessive trading, market timing, or for any other legitimate reason where the Plan Administrator, in fulfilling its fiduciary role under ERISA, believes that it would be imprudent to implement the directive). The Plan Administrator has the power to adopt such rules and procedures to govern all Participant elections and directions under the terms of the Plan.

If the Plan invests or permits investments in mutual funds, Plan Participants are advised to consult the mutual fund prospectus, which may contain restrictions on the frequent trading of shares in response to short-term market fluctuations, a practice known as "market timing." The prospectus may provide that the manager of the fund reserves the right to refuse purchase orders and fund exchanges if the fund manager believes the transaction would have a disruptive effect on the portfolio of the mutual fund.

This booklet is not the Plan document, but only a Summary Plan Description of its principal provisions and not every limitation or detail of the Plan is included. Every attempt has been made to provide concise and accurate information. However, if there is a discrepancy between this booklet and the official Plan document, the Plan document shall control.